



AGENDA – Monday, February 5, 2018

6:30 p.m. City Council Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

6:30 p.m. COUNCIL WORKSHOP

- **WS 18-03- 17th ST NW Street Vacation – TAB A**
- **WS 18-04- Agreement for Purchase of Lands – Riekkola Property– TAB B**

7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Phillips, Council Member Linhart, Council Member McGuire,
And roll call	Council Member Murry, Council Member Cline & Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

CONSENT AGENDA – TAB C

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, January 16, 2018 City Council Meeting
- Payment Approval List for Warrant Registers 57611-57639 & 82856-82940 for \$253,280.45

BUSINESS

- **AB 18-07 – Agreement for Forest Management Plan – Proposed Biosolid Site - TAB D**
- **AB 18-08 – Declaration of Surplus Property – TAB E**
- **AB 18-09 – JPCHA Update – TAB F**
- **AB 18-10 – Resolution 2017-02– Opposition to Offshore Oil and Gas Drilling – TAB G**
- **AB 18-11 – Page Freezer Subscription Agreement – TAB H**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB I

- **Thank You Card – Shoeboxes of Joy**
- **Sales Tax & Lodging Tax Collections**
- **January Water & Waste Water Department Reports**
- **Long Beach Police January 2018 Report**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
February 19, 2018, March 5, 2018 & March 19, 2018

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A



**CITY COUNCIL
WORKSHOP BILL
WS 18-03**

Meeting Date: February 5, 2018

AGENDA ITEM INFORMATION

SUBJECT: Possible Right-of-Way Vacation 17th St NW	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: Payment of \$5,000	Water/Wastewater Supervisor	

SUMMARY STATEMENT: The City has been approached by the homeowners that abut the north side of the 17th Street NW right-of-way to vacate the 20' portion that remains. The south side of the right-of-way was vacated years ago to the Sutherlands who own on the south side and to the west. This workshop is a discussion to see if the Council would entertain the idea of possibly vacating the north side – please see attached location map and letter of interest.

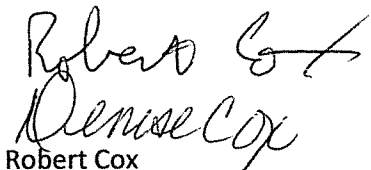
Robert and Denise Cox
7220 Lillooet Loop
Aberdeen, WA 98520

David Glasson
City Administrator
Long Beach, Washington

Mr. Glasson,

Per our recent correspondence, I am requesting the City of Long Beach vacate the Right of Way on the North half of 17th Street North, West of Ocean Beach Boulevard. The topography of this undeveloped right of way would be a natural addition to our current property holding.

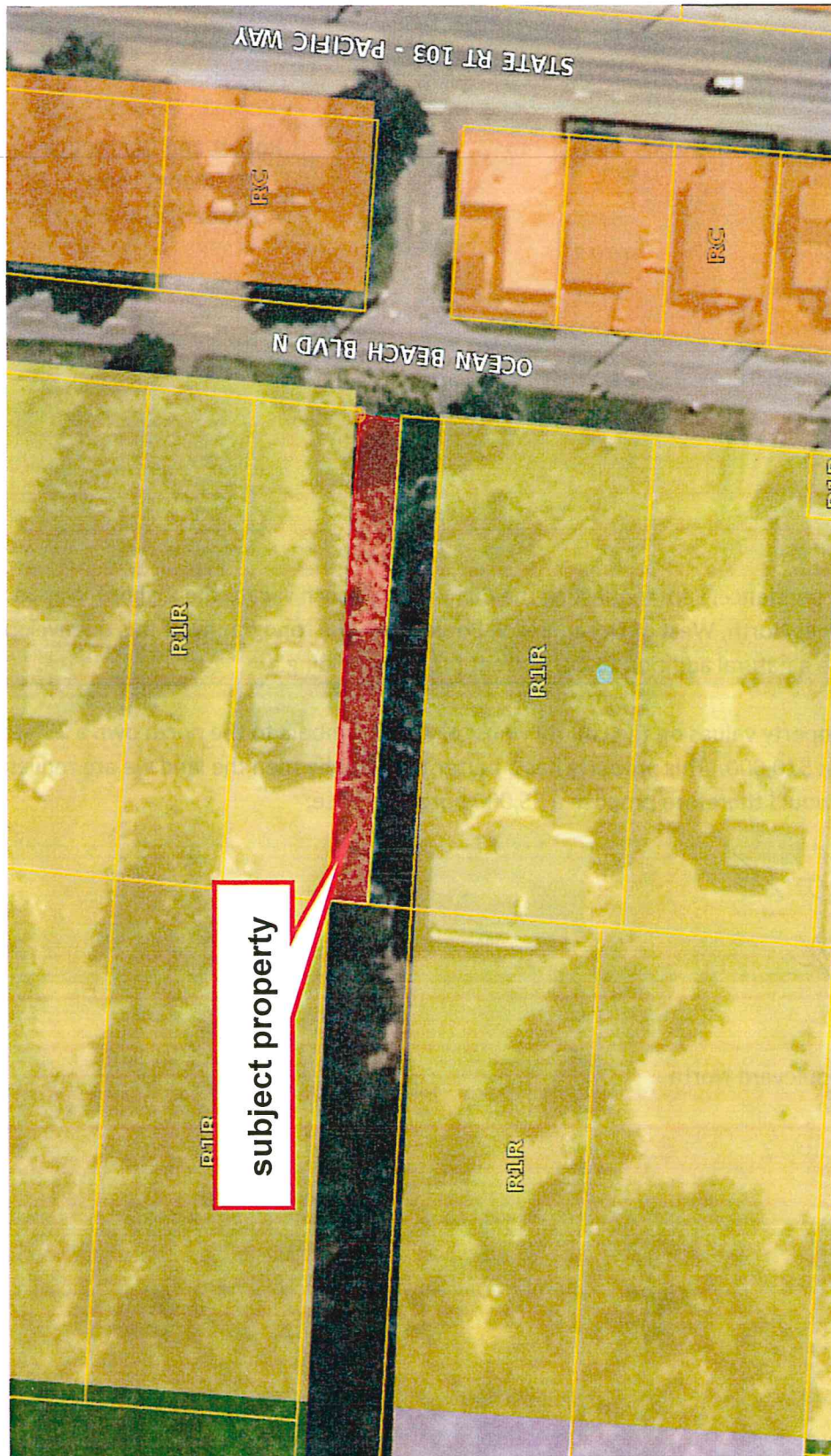
I have researched property values on the county website. Our neighbors to the north own a 25' strip of property appraised at \$10,000. This property has a better topography then the land we are requesting the city to vacate. I would therefore propose a \$5,000 purchase price.

Handwritten signatures of Robert Cox and Denise Cox. Robert's signature is above Denise's, both in cursive script.

Robert Cox

Denise Cox

Property Owners at
1701 Ocean Beach Boulevard North



Proposed Right-of-way Vacation

Location Map

17th St North

TAB - B



**CITY COUNCIL
WORKSHOP BILL
WS 18-04**

Meeting Date: February 5, 2018

AGENDA ITEM INFORMATION

***SUBJECT: Agreement
for Purchase of Lands –
Riekkola Property***

Originator:

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Events Coordinator

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

COST: Payment of \$33,400

SUMMARY STATEMENT: The US Fish and Wildlife Service has approach the City to purchase the lands within the Willapa National Wildlife Refuge consisting of 16.7 acres. See attached maps and documentation.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
911 NE 11th Avenue
Portland, Oregon 97232-4181



In Reply Refer To:
FWS/NWRS/LNDS

DEC 08 2017

LA- Washington
Willapa National Wildlife Refuge
CITY OF LONG BEACH (7)

City of Long Beach
Attn: David Glasson
P.O. Box 310
Long Beach, WA 98631

Dear Mr. David Glasson:

As you requested, the U. S. Fish and Wildlife Service (FWS) obtained a fair market value appraisal (FMV) and corresponding FMV “just compensation” amount for your consideration. This FMV is the basis for the FWS Agreement to purchase your property consisting of approximately 16.7 acres located within the boundary of Willapa National Wildlife Refuge (Willapa NWR). Below is a brief description of documents we have enclosed related to the proposed acquisition:

1. **Statement of Just Compensation** - This statement sets out the basis of our offer. The total amount of our offer is \$33,400.00.
2. **Agreement for the Purchase of Lands (Agreement)** - Enclosed is an original and copy of the Agreement. If you find it acceptable, please date the Agreement as provided on Page 1, sign on **Page 4** as your names appear, and return the signed original Agreement to me. The copy is for your files.
3. **Landowner's Certificate** - This certificate pertains to any knowledge you might have regarding contaminants or unrecorded rights. Please read, sign, date, and return the original to me.
4. **Relocation Assistance Information** – A brochure can be found at the following website: https://www.fhwa.dot.gov/real_estate/publications/rights/yourrights.pdf. This brochure describes the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Public Law 91-646). This is the act that authorizes us to pay eligible costs incidental to the transfer of title and eligible costs associated with moving personal property. The regulations for the Public Law 91-646 can be found at: <https://www.gpo.gov/fdsys/pkg/FR-2005-01-04/pdf/05-6.pdf>.

5. **Title Commitment** – This is a copy of the Commitment for Title Insurance, issued by Pacific County Title Company as an Agency for Old Republic National Title Insurance Company. This is being attached for your reference and as reference to the legal description for the property.

Please review the enclosed material. If you have any questions or want additional information, please feel free to call me on our toll free line at 1-800-662-8933 or my direct line at 503-231-6213. Thank you again for your continuing cooperation.

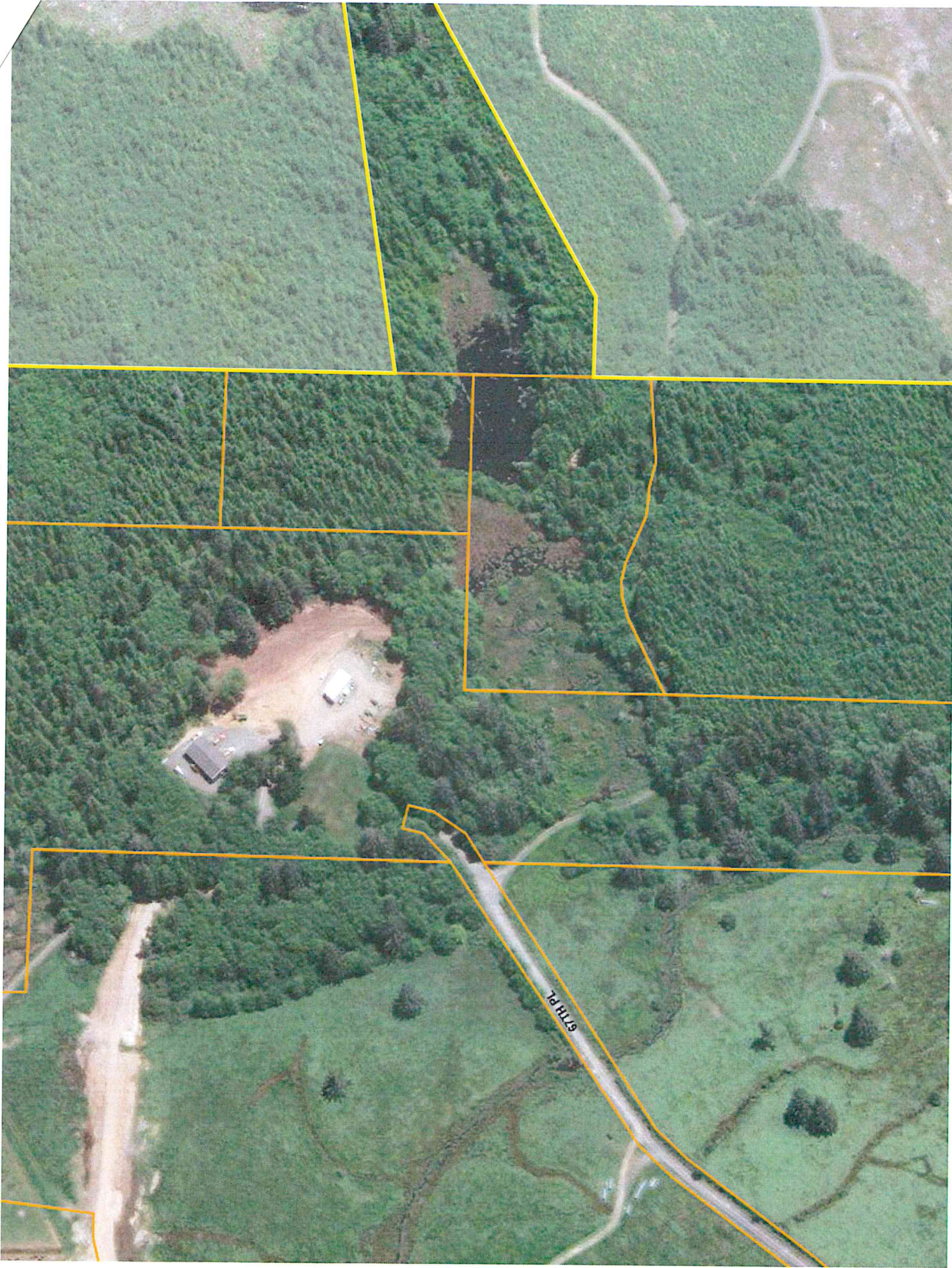
Sincerely,

A handwritten signature in black ink, appearing to be 'C. Parrott', with a long horizontal stroke extending to the right.

Charles Parrott
Realty Specialist

Enclosures

cc w/o enclosure: Project Leader, Willapa NWR



TAB - C

LONG BEACH CITY COUNCIL MEETING

January 16, 2018

6:00 COUNCIL WORKSHOP

WS 18-02- Personnel Policies

7:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order; asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with C. Linhart, C. Murry, C. Cline, C. McGuire, and C. Kemmer all present.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

Minutes, January 2, 2018 City Council Meeting

Payment Approval List for Warrant Registers 57579-57610 & 82786-82855 for \$395,384.06

C. Linhart made the motion to approve the Consent Agenda. C. McGuire seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 18-05- SUP 2018-02 Big Truck Rally

Ariel Smith, Community Development Director, presented the Agenda Bill. Ellie Anderson submitted a request to hold a big truck rally that would occupy portions of the Bolstad beach approach and the State Parks parking lot. This event has also requested to allow for a couple of vendors, they would be strictly selling truck accessories and would be required to have a City Business License. Another thing to note is that the trucks will be parked and not racing, burning out or doing any other egregious activities. The site will be required to be left clean and unaltered.

C. Linhart made the motion to approve SUP 2018-02 allowing Ellie Anderson to host a Big Truck Rally on the Long Beach Bolstad approach and portions of the State Parks parking lot. C. Kline seconded the motion; 5 Ayes; motion passed.

AB 18-06- Contract for Engineering Services for the Watershed Control Program

Ariel Smith, Community Development Director, presented the Agenda Bill. The city was awarded a \$30,000 grant from the Washington State Department of Health to complete a Watershed Control Program. The scope of work for the project is listed in the contract provided and has been approved by DOH as reimbursable. This must be completed before the end of the biennium, hence the aggressive timeline.

C. Linhart made the motion to authorize the Mayor to enter into an agreement with Gray and Osborne to complete the Watershed Control Program. C. Kline seconded the motion, 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

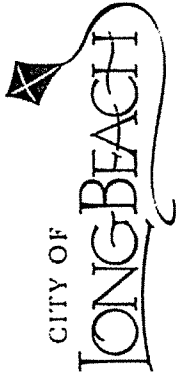
CORRESPONDENCE AND WRITTEN REPORTS

- Water Department Report for December 2017
- Wastewater Department Report for December 2017
- Parks, Streets and Storm Water Report for December 2017
- Project Homeless Connect Road Closure
- Police Chief's Report for December
- Levy Lid Lift Webinar
- Annual Wastewater Report
- Annual Water Report

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2018 - January - Second

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
57611	Bell, Helen S	1/19/2018	\$313.73
57612	Payroll Vendor	1/19/2018	Void
57613	Booi, Kristopher A	1/19/2018	\$1,738.00
57614	Gilbertson, Bradley K	1/19/2018	\$1,515.96
57615	Payroll Vendor	1/19/2018	Void
57616	Huff, Timothy M.	1/19/2018	\$1,663.27
57617	Kemmer, Larry L	1/19/2018	\$1,303.18
57618	Luehe, Paul J	1/19/2018	\$2,173.74
57619	Miller, Matt W	1/19/2018	\$1,310.64
57620	Mortenson, Tim	1/19/2018	\$2,731.92
57621	Padgett, Timothy J	1/19/2018	\$1,647.98
57622	Wood, Matthew T	1/19/2018	\$1,517.74
57623	Wright, Flint R	1/19/2018	\$2,748.68
57624	Zuern, Donald D.	1/19/2018	\$2,224.72
57625	Binion, Jacob	1/19/2018	\$1,850.25
57626	Meling, Casey K	1/19/2018	\$528.51
57627	Goulter, John R.	1/19/2018	\$2,167.34
57628	City of Long Beach - Fica	1/19/2018	\$131.28
57629	City of Long Beach - FWH	1/19/2018	\$188.75
57630	Dept of Retirement Systems	1/19/2018	\$121.66
57631	AFLAC	1/19/2018	\$426.65
57632	Association of WA Cities	1/19/2018	\$26,606.03
57633	City of Long Beach - Fica	1/19/2018	\$12,171.02
57634	City of Long Beach - FWH	1/19/2018	\$8,121.04
57635	Dept of Labor & Industries	1/19/2018	\$1,806.32
57636	Dept of Retirement Systems	1/19/2018	\$14,792.64
57637	Dept of Retirement Systems Def Comp	1/19/2018	\$1,855.00
57638	Massmutual Retirement Services	1/19/2018	\$475.00
57639	Teamsters Local #58	1/30/2018	\$129.00

82856	Long Beach Firefighter's Foundation	1/19/2018	\$20,000.00
82857	Cutting, Jeff	1/19/2018	\$444.99
82858	McGuire, Tina	1/22/2018	\$298.08
82859	Pacific County Auditor	1/24/2018	\$34.00
82860	Snap-ON Tools	1/24/2018	\$5,597.43
82861	Myers, Ragan	1/25/2018	\$223.28
82862	Parker, Michael	1/25/2018	\$327.31
82863	Active Enterprises, Inc.	1/26/2018	\$294.87
82864	At&t Mobility	1/26/2018	\$84.11
82865	CenturyLink	1/26/2018	\$1,784.79
82866	Coast Rehabilitation Services	1/26/2018	\$292.00
82867	Department of Health	1/26/2018	\$174.00
82868	Department of Licensing - Firearms Section	1/26/2018	\$21.00
82869	Dept of Ecology	1/26/2018	\$10,740.22
82870	Ellyson, Sue	1/26/2018	\$129.40
82871	EverBank	1/26/2018	\$227.58
82872	One Call Concepts, Inc.	1/26/2018	\$19.80
82873	South District Court	1/26/2018	\$3,570.00
82874	STAPLES ADVANTAGE	1/26/2018	\$115.32
82875	U.S. Bank N.A.	1/26/2018	\$300.00
82876	U.S. Cellular	1/26/2018	\$92.36
82877	Caldwell, Tye	1/29/2018	\$285.72
82878	Huff, Tim	1/29/2018	\$168.00
82879	Wood, Matt	1/29/2018	\$357.04
82880	Pacific County Auditor	1/29/2018	\$34.00
82881	Postmaster	1/29/2018	\$458.16
82882	Aiken, James	1/29/2018	\$12.08
82883	Bardonski, Cory	1/29/2018	\$12.08
82884	Brown, Cody	1/29/2018	\$12.08
82885	Campbell, Matt	1/29/2018	\$36.25
82886	Cozby, Cosmo	1/29/2018	\$12.08
82887	Custer, Kimberlee	1/29/2018	\$24.17
82888	Luce, Tosha	1/29/2018	\$24.17
82889	Nagy, Branden	1/29/2018	\$48.33
82890	Persell, Whitney	1/29/2018	\$12.08
82891	Talancon, Vicente	1/29/2018	\$12.08
82892	Williams, David	1/29/2018	\$72.50
82893	Zuern, Donald	1/29/2018	\$12.08
82894	Employment Security Dept	1/30/2018	\$922.46
82895	Rip Tide Threads	1/31/2018	\$86.46
82896	Meling, Casey	1/31/2018	\$64.53
82897	Postmaster	1/31/2018	\$9.96
82898	Loyalty Days	2/1/2018	\$1,915.75
82899	Pacific County Auditor	2/1/2018	\$34.00
82900	AlSCO-American Linen Div.	2/2/2018	\$138.72
82901	Arts Auto Parts Inc.	2/2/2018	\$24.09

82902	Astoria Janitor & Paper Supply	2/2/2018	\$1,173.81
82903	Backflow Management Inc	2/2/2018	\$1,500.00
82904	Bailey's Saw Shop	2/2/2018	\$70.37
82905	Brock, Jeff	2/2/2018	\$900.00
82906	Cartomation, Inc	2/2/2018	\$500.00
82907	Chinook Observer	2/2/2018	\$236.60
82908	CRUISE MASTER PRISMS	2/2/2018	\$91.30
82909	Department of Licensing - Firearms Section	2/2/2018	\$18.00
82910	Dooley Enterprises Inc.	2/2/2018	\$4,118.50
82911	Emergency Medical Products, Inc	2/2/2018	\$158.50
82912	Evergreen Septic Inc	2/2/2018	\$188.00
82913	Evergreen Septic Pumping LLC	2/2/2018	\$756.00
82914	Ford Electric	2/2/2018	\$239.54
82915	Free Spirit Vacations	2/2/2018	\$595.00
82916	Galls, LLC	2/2/2018	\$222.95
82917	Grafix Shoppe	2/2/2018	\$389.21
82918	Gray & Osborne	2/2/2018	\$8,791.41
82919	H. D. FOWLER	2/2/2018	\$6,225.81
82920	K Manufacturing Corporation	2/2/2018	\$1,744.74
82921	L.N. Curtis & Sons	2/2/2018	\$118.91
82922	Lewis County Sheriff's Office	2/2/2018	\$60.00
82923	Long Beach Merchants	2/2/2018	\$3,687.82
82924	Mullins, Duane	2/2/2018	\$490.00
82925	One Call Concepts, Inc.	2/2/2018	\$18.48
82926	Oregon Festival & Events Association	2/2/2018	\$310.00
82927	Pacific County Sheriffs	2/2/2018	\$13,441.50
82928	Pacific Office Automation	2/2/2018	\$776.76
82929	Peninsula Laundry Center	2/2/2018	\$212.42
82930	Peninsula Visitors Bureau	2/2/2018	\$39,695.60
82931	Public Utility District 2	2/2/2018	\$10,939.62
82932	Quill Corporation	2/2/2018	\$354.93
82933	SDS Municipal Consulting LLC	2/2/2018	\$1,800.00
82934	Sea Western Fire	2/2/2018	\$125.15
82935	Traffic Safety Supply Co.	2/2/2018	\$1,211.16
82936	Verizon Wireless	2/2/2018	\$594.83
82937	Vision Municipal Solutions	2/2/2018	\$7,705.37
82938	WA Assoc of Sheriffs & Police Chiefs	2/2/2018	\$120.00
82939	Wadsworth Electric	2/2/2018	\$979.37
82940	Wilcox & Flegel Oil Co.	2/2/2018	\$899.33
Total			\$253,280.45
Grand Total			\$253,280.45

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 18-07**

Meeting Date: February 5, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Forest Management Plan for the Proposed Biosolids Application Site</i>	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	
COST: \$1,890		

SUMMARY STATEMENT: *The Department of Ecology made a site visit on January 16th and concluded that the proposed biosolids application site will require a forest management plan prior to DOE approval. The agreement provides an outline on what the Department of Ecology is requiring the city to complete.*

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with Washington Forestry Consultants, Inc to complete the forest management plan for the proposed biosolids site.*

WASHINGTON FORESTRY CONSULTANTS, INC.

FORESTRY AND VEGETATION MANAGEMENT SPECIALISTS



W F C I

360/943-1723
FAX 360/943-4128

1919 Yelm Hwy SE, Suite C
Olympia, WA 98501

January 18, 2018

Nancy Lockett, P.E. Project Manager
Gray & Osborne, Inc.
701 Dexter Ave. N., Suite 200,
Seattle, WA, 98109

RE: Proposal for Long Beach Forest Mgt. Plan – South 161 Acre Bio solids Site– Long Beach, WA (Parcel #: 10103020000)

Dear Ms. Lockett:

I am pleased to provide you with a proposal to assess the 161 acre forest stand north of Chinook Valley Road near Long Beach and to prepare a forest management plan. This plan will be similar, with harvest recommendations, as the plan previously prepared for Parcel 4. Based on your request and our experience in preparing these types of plans, I propose to:

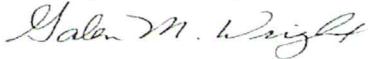
1. Recon the 161 forested acres. This will entail walking the perimeter of the parcel and the interior of the stands to type map and verify the species, size, age, stocking, and condition of the forest stands on the site. The present of insect or disease problems, density issues, brush control in the plantation, other necessary management, or other maladies will be noted as mapped on aerial photos.
2. We will look at the soils, riparian, and understory shrub stocking conditions and determine the site index, along with any other necessary management recommendations, including, replanting, pre-commercial thinning, disease control, access control, protection, and any other items requiring attention.

3. We will build a short- and long-term schedule and management plan for the forest. The plan will meet the format and requirements of the Washington Department of Natural Resources Stewardship Program.
4. I am proposing to do this project at our hourly rate of \$105/hour with a '**Cost Not to Exceed**' of \$1,890. You will be billed only for the actual hours required to do the field work and produce the report. All revisions and work outside of the original scope can be completed at our hourly rate of \$105.00 per hour plus mileage and expenses.
5. We can begin work upon your notice to proceed, and be complete within 6 working days. Let me know if you need this sooner and we will work to accommodate your need.

Please sign below to indicate acceptance of this proposal. Return one original signed copy to me. Please give me a call if you have questions.

Respectfully submitted,

Washington Forestry Consultants, Inc.



Galen M. Wright, ACF, SAF,
Certified Forester No. 44

Accepted:

By: _____

Company: _____

Address: _____

Phone: _____

Email: _____

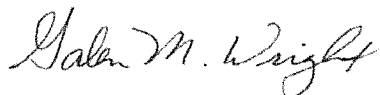
Date: _____

WASHINGTON FORESTRY CONSULTANTS, Inc.

Rate Schedule

<u>Professional Classification</u>	<u>Rate</u>
Galen Wright –Board Certified Master Arborist/Certified Forester or Staff Forester	\$105.00/hr.
Clerical Support	\$ 42.00/hr
Trimble Nomad Data GPS Handheld	\$ 60.00/day

* Travel time to be billed one-way only. Mileage rate is billed @ \$0.535/mile for round-trip mileage. Miscellaneous expenses (e.g. parking, overnight expenses, and meals) are billed at actual cost. Other items e.g. soil testing, tree marking paint, or plant tissue analysis at cost plus 10%. Payment is due upon receipt of invoice. Interest will be charged on all past due accounts at rate of 1.5% per month or 18% per annum. Purchaser is to pay reasonable attorney's fee and costs in the event WFCI is required to employ an attorney for collection or legal action to enforce the terms of payment as specified herein.



Title: President
Washington Forestry Consultants, Inc.

Date: January 18, 2018

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 18-08
Meeting Date: February 5, 2018**

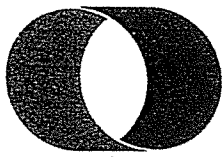
AGENDA ITEM INFORMATION

SUBJECT: Surplus Property	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
COST:	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: City staff wishes to declare the following equipment surplus, advertise, and take bids accordingly. The surplus equipment is as follows:

<u>Year</u>	<u>Make & Model or description</u>	<u>Serial #/ Vin #</u>	<u>Minimum Bid</u>
1990	Rosco Roller – M18 QS	1914410516	\$300
2008	Ford F150- 4 door- 4X4	1FTRW14W68FB41917	\$1500
2004	Ford Crown Victoria – 4 door	2FAFP71W44X168190	\$400
	Husqvarna cut-off saw	272 K	\$30
	Stone Plate Compactor	SVR 2811	\$50

RECOMMENDED ACTION: *Authorize staff to advertise and receive bids on the above equipment.*



**United
Rentals**
The Right Equipment.
Right Now!

circular
cut off saw

30.00

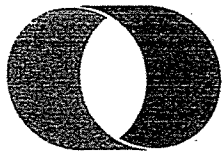
Husqvarna 272 K

model
number

50.00

Tamper

stone model SUR2811



**United
Rentals**
The Right Equipment.

Right Now!

- Surplus property

Rosco Roller

Model # M18 QS

Serial # 1914410516

Year 90 to 92

360.00

2008 F150 4door P11 4x4

4.6 Auto

87769 miles

Vin # 1FTRW14W68FB41917

1500.00

2004 Crown Vic

4.6 Auto 4 Door

400.00

Vin # 2FAFP71W44X168190

134439 miles

1002 Tennant Way • Longview, WA 98632
(360) 425-2350 • FAX (360) 425-3417 • Toll Free (800) 829-2350

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 18-09
Meeting Date: February 5, 2018**

AGENDA ITEM INFORMATION

***SUBJECT: Joint Pacific
County Housing
Authority Update***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

DG

COST:

SUMMARY STATEMENT: The Housing Authority will be providing an update on the project. They are also requesting the city reconsider the cost to purchase the vacated Right of Way. The current estimate is for 50% of the fair market price, estimated at \$28,000.

RECOMMENDED ACTION: Review the city position on Right of Way value.

David Glasson

From: Christina Pegg <cpegg@icloud.com>
Sent: Wednesday, January 24, 2018 3:15 PM
To: David Glasson
Subject: Budget shortfall

David,

Our tax credit investor is requiring flood/tsunami insurance on the project to the time of about \$25000 per year. In addition, we will be incurring additional costs to remediate the environmental issues on the site. We would like to ask the City once again to forgive the fees associated with the land purchase for parking. I believe this is about \$32,000. This seems very reasonable given the City has no investment in the project to date. Can we approach the Council about this within the next couple of weeks?

We have a budget shortfall that we are dealing with and this would help.

Chris

Sent from my iPhone

Building Value	\$ 4,000,000.00
-----------------------	------------------------

Building Permit	\$ 16,558.75
------------------------	---------------------

Plan Check Fee	\$ 10,763.19
-----------------------	---------------------

Application Fee	\$ 23.50
------------------------	-----------------

State Fee	\$ 4.50
------------------	----------------

Water Connection Fee	\$ 21,250.00
-----------------------------	---------------------

Sewer Connection Fee	\$ 21,250.00
-----------------------------	---------------------

Storm Water Connection Fee	\$ 791.67
-----------------------------------	------------------

Total Permit	\$ 70,641.60
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David Glasson

From: Dan Freedman <danielbfreedman@gmail.com>
Sent: Tuesday, January 23, 2018 10:10 AM
To: Chris Pegg; David Glasson
Cc: Rebecca W Proudman
Subject: Re: FW: Driftwood Point

David and Chris,

Here are the commitments:

Set Asides

Housing Trust Fund Commitment
15 Homeless Households/Families with Children
9 Persons with Disabilities
2 Veteran Households

Housing Finance Commission Commitment
16 Homeless/families, 4 Multiple Special Needs 16+4=20
6 General Population and 1 Manager Unit
Income Set Asides: 3 @ 30%, 16 @ 40%, 7 @ 50%
3 One-bedroom, 18 Two-bedroom and 6 Three-bedroom

Dan Freedman
Freedman Associates, LLC
1909 NW 30th Circle
Camas, WA 98607
360-601-8406



On Tue, Jan 23, 2018 at 9:43 AM, Chris Pegg <chris.pegg@hoswwa.org> wrote:

Dan,

Can you please confirm this with David? Thanks.

Chris



Connecting People to Homes, Hope and Opportunities

Christina M. Pegg, CEO

Housing Opportunities of SW [Washington](#)

[820 11th Ave.](#)

[Longview, WA 98632](#)

[360-423-0140, ext. 15](#)

This email and your response may be subject to public disclosure under the Washington State Public Records Act.

From: David Glasson [mailto:dglasson@longbeachwa.gov]

Sent: Tuesday, January 23, 2018 9:38 AM

To: Chris Pegg

Subject: Driftwood Point

Chris,

I remember you talking about the future residents of Driftwood Point, but don't recall the numbers.

TAB – G



**CITY COUNCIL
AGENDA BILL
AB 18-10**

Meeting Date: February 5, 2018

AGENDA ITEM INFORMATION

SUBJECT: Resolution
2018-02 Opposing
Offshore Oil and Gas
Drilling

Originator:

Mayor

JP

City Council

City Administrator

DG

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

COST: N/A

Other:

SUMMARY STATEMENT: This resolution expresses the city's opposition to offshore oil and gas drilled and exploration activities, including seismic airgun blasting. This resolution touches on the possible impacts offshore drilling could have on coastal communities and how detrimental those impacts could be.

RECOMMENDED ACTION: *Approve Resolution 2018-02 opposing offshore oil and gas drilling and exploration activities, including seismic airgun blasting.*

Resolution 2018-02

A RESOLUTION TO EXPRESS THE CITY OF LONG BEACH'S OPPOSITION TO OFFSHORE OIL AND GAS DRILLING AND EXPLORATION ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING

WHEREAS, in Washington State hundreds of thousands of jobs and billions of dollars of the state's gross domestic product depend on clean, oil-free water and beaches and abundant fish and wildlife; and,

WHEREAS, the vast majority of Washington State's ocean wealth stems from fishing, aquaculture, tourism and recreation which benefits from a healthy ocean and coast; and,

WHEREAS, offshore oil and gas drilling and exploration places coastal communities at economic and ecological risk from oil spills and the pollution brought by routine drilling operations and onshore industrialization, threatening the livelihoods of commercial and recreational fisherman and small businesses that rely on a clean and healthy ocean and beaches; and,

WHEREAS, offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of Washington State's coastline and could exacerbate wetlands loss and storm surge and sea level rise impacts; and,

WHEREAS, the harmful impacts from offshore oil and gas drilling and exploration anywhere along the Pacific coastline could extend far beyond immediately surrounding areas and severely impact communities that rely on the robust economy of the marine industry; and,

WHEREAS, offshore drilling and exploration perpetuates our ties to dirty carbon pollution and contributes to climate change and the resulting sea level rise and extreme weather; and,

WHEREAS, the current Administration has expressed interest in opening the Pacific Ocean to offshore oil and gas drilling and exploration, which includes the use of seismic airguns which fire intense blasts of compressed air that rank just behind military explosives as the loudest source of noise in the ocean, every 10-12 seconds, 24 hours a day, for months on end; and,

WHEREAS, seismic airgun blasting to explore for oil and gas deposits has been proven to disrupt and displace marine life, such as whales and orcas which rely on sound to find food and mate, and can impair the health of many fish and shellfish species, including those of commercial importance like rockfish, crab, and oysters; and,

WHEREAS, the City of Long Beach recognizes that our communities, businesses, and industries depend on a healthy coastal environment for the benefit of current and future residents, property owners, and visitors;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LONG BEACH THAT:

SECTION 1. The City of Long Beach finds that offshore oil and gas drilling and exploration unnecessarily risks our economic and ecological health and therefore opposes any plan or legislation which encourages oil and gas development and exploration offshore that would impact the citizens of Washington State.

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 3. The Clerk shall forward a copy of this Resolution to Washington State Governor Jay Inslee, U. S. Senators Patty Murray and Maria Cantwell; U.S. Representative Jaime Herrera Beutler; State Senator Dean Takko; State Representatives Brian Blake & Jim Walsh; and any other interested parties.

Passed this 5th day of February, 2018 by the City Council for the City of Long Beach, Washington.

Ayes _____ Nays _____ Absent _____

Jerry Phillips, Mayor

TAB — H



**CITY COUNCIL
AGENDA BILL
AB 18-11**

Meeting Date: February 5, 2018

AGENDA ITEM INFORMATION

SUBJECT: Agreement for Subscription to PageFreezer	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	
COST: \$200 setup plus \$299/month		

SUMMARY STATEMENT: *PageFreezer archives electronic documents including the City's website, Facebook pages and other documents/social media outlets if needed. This allows the city to have readily available documents to provide those requesting public records requests.*

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with PageFreezer for electronic public records archival.*



City of Long Beach, WA

Prepared For

David Glasson
City of Long Beach
115 Bolstad Avenue W
Long Beach WA 98631
United States

Created By

Nate Dempsey
PageFreezer Software, Inc.
(604) 800 0631
nate@pagefreezer.com
<http://www.pagefreezer.com>

PageFreezer Order Form

Jan 24, 2018

Quote: 250035768

Sales person: Nate Dempsey

Email: nate@pagefreezer.com

Name	Price	QTY	Subtotal
PageFreezer Public Records Compliance for Social Media Social Media Archiving for up to 3 social media accounts. Add-on accounts may be obtained at \$15/month each. Unlimited Records. Unlimited Storage. Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. Open Record compliant. 1 administrative accounts are included with the PageFreezer account. API access/capture to/from Facebook, Twitter, LinkedIn, Instagram, YouTube, Google+, Pinterest.	\$75.00	1	\$75.00
PageFreezer Public Records Compliance for Web Domains Daily harvesting of the following web domains with Metadata (WAC 434-662-110 compliant): <ul style="list-style-type: none"> • http://www.longbeachwa.gov/ Public Records compliant; Federal Rules of Evidence (rule 901) compliant; unlimited data transfer; unlimited data storage; timeline & replay of all archived sites; replay through customized dashboard in SaaS portal; litigation preparedness; 256-bit Digital signature & timestamp on every archived file; certified atomic clocks; litigation hold support; per page PDF export; change reporting; page diff reports; one-hop off-domain archiving; temporal navigation; full text search; on-demand archiving; user-agent support; cookie management; real-time archiving; Public Access feature for sharing archives w/3rd parties or the public.	\$224.00	1	\$224.00
Set-up and configuration Set up and configure the website and social media accounts for archiving; set up user account access including user names and passwords; initial troubleshooting and quality assurance; administrative setup for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client;	\$200.00	1	\$200.00
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

Set-up: \$200

+\$299 /month (Billed Annually)

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

- i) All prices in USD and excluding sales tax
- ii) PageFreezer Subscription Agreement
- iii) Payment per year up-front
- iv) Recurring annually until cancellation**
- v) Cloud data storage in our SSAE16 (SOC 1 & SOC 2) compliant datacenter

PageFreezer Subscription Agreement

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF PAGEFREEZER SERVICES.

BY ACCEPTING THIS AGREEMENT AND BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on July 11, 2016. It is effective between You and Us as of the date of You are accepting this Agreement.

1 DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means internet or computer viruses, trojan horses, worms, salamis, back doors, logic bombs, time bombs, cancelbots, malwares, trapdoors, or any other harmful or malicious software codes, computer instructions, programming routines, or computer routines that may damage, vandalize, subvert, disrupt, disable, detrimentally interfere with, surreptitiously intercept, shut down or expropriate computer systems including its security data, user data or personal information.

"PageFreezer Services" means the webpage archiving services described in the User Guide.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form.

"Services" means the online, Web-based archival platform and customer support provided by Us for Your Web Sites and social media accounts via <http://www.PageFreezer.com> and/or other designated websites, the features and technical limitations of which are described in the User Guide.

"User Guide" means the online user guide for the Services, accessible via <http://support.PageFreezer.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide. The User Guide shall not alter, modify or amend this Agreement in any way. In the case of a conflict between the language of this Agreement and the language of the User Guide, the language found in this Agreement shall prevail.

"Web Sites" means world wide web sites which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased.

"Social Media" means social media network accounts, pages or profiles which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased

"We," "Us" or "Our" means PageFreezer Software, Inc., a Canadian corporation, the company described in

Article 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and

Affiliates of that company or entity.

"Your Data" means all electronic data or information archived for You by the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services.

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 Web Site Subscriptions.

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as Web Site subscriptions, additional Web Site subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Web Site subscriptions are added, and (ii) the added Web Site subscriptions shall terminate on the same date as the pre-existing subscriptions. Web Site subscriptions may be reassigned to a new Web Site replacing a former Web Site which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Our Responsibilities.

We shall make the Purchased Services available on a daily basis for each Web Site, except for: planned downtime (of which We shall give at least 8 hour's notice via the Purchased Services. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 PageFreezer Services.

If the Order Form indicates You have purchased the PageFreezer Services, We shall archive and time stamp the Web Site or Web Sites, or portions thereof, indicated in the Order Form at the frequency specified on the Order Form. As more fully described in the User Guide, the PageFreezer Services store and back-up the archived data at Our data center. During the period of Your subscription We will not override, change or destroy any archived copy except in connection with migrating the archive to another storage device and, then, only after a copy has been placed on the storage device to which the archive is being migrated.

3.3 Litigation Hold.

If you wish to place a litigation hold on some or all of Your data archived by Us, You shall send an email to support@pagefreezer.com identifying the pages and dates You would like Us to hold or give Us notice using the web form made available to You for that purpose on Our website. Within one (1) business day after receipt of Your request, We will confirm to You that we have received Your request by sending an email to the address We have on file for You. Within two (2) business days after Our receipt of Your request, We will flag those pages and dates so that they are identified as not to be deleted and

confirm to You by email that this has been done. Within three (3) business days after the receipt of Your request, We will export the pages and dates identified by You from the archives stored on Our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold by updating the User Guide. Please consult the User Guide for any changes to these procedures.

3.4 Your Responsibilities.

You shall (i) be responsible for making each Web Site available for archiving by Us, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iii) ensure that all Your Web Site pages accessed by our Services are accessible from Internet without restrictions and that Our software and Services are granted access to all of Your Web Sites, (iv) specify Your Web Sites and sub-sites to be within the scope of Our Services, ensure that Your Web Site and each individual page within the scope of Our Services are accessible to Our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of Your Web Site and each Web Site page, (v) arrange for any export of data from the archives stored on Our server that You wish to obtain , (vi) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vii) request an export of Your data from Our servers after the termination of this Agreement within the time period specified in Section 10.5 (Return of Your Data) (there is a fee for the data export which will cover the courier costs for the disks to be shipped to You), and (viii) be responsible for verifying and ensuring that under applicable law the data generated by Our Services are admissible in court proceedings or any other legal proceedings that You may wish to utilize the data. You shall not store anything on Your Web Sites that You register for Services that We cannot lawfully copy.

3.5 Usage Limitations.

Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in this Agreement and in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Web Site subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Web Site subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Web Site subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment.

We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3 Overdue Charges.

If any charges are not received from You by the due date, and after We have provided You with a written notice of such payment default and allowed You ten (10) business days to cure such default, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, and after We have provided you with a written notice of such payment default and allowed you ten (10) business days to cure such default, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes.

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions.

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data.

As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions.

We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the

operation of the Services.

6 CONFIDENTIALITY

6.1 Definition of Confidential Information.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data and Your Intellectual Property; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) of either party shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data.

Without limiting the above, We shall maintain no less than industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 Our Warranties.

We represent, warrant and covenant that the Services (and any parts and materials thereof) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be of good material and

workmanship; (iii) be fit and sufficient for the purpose(s) for which they were purchased; (iv) be performed in compliance with the requirements of all applicable laws and regulations; (v) not and do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, intellectual property, industrial property, or contract right held by any third party; (vi) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; (vii) will not otherwise expose either party to criminal or civil liability, and (viii) materially conform with the specifications (if any) set forth in the description of the Services and be consistent with any samples of Services provided.

We represent, warrant, and covenant to You that: (i) Our performance under this Agreement shall at all times conform to prevailing professional and ethical standards; (ii) due care and commercially reasonable efforts shall be utilized by Us in the performance of this Agreement; and (iii) We are under no obligation or restriction that would conflict with Our providing the Services.

For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties.

You warrant that You own the Web Site and Social Media that You register for Services. By registering Your Web Site for Services, You warrant that You have the right to, and hereby grant, Us permission to access Your Web Site with Services, including, but not limited to, archiving Your Web Site, sub-sites and/or Web Site pages.

7.3 Mutual Warranties.

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code. Each party will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.4 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Us.

We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

8.2 Indemnification by You.

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates

applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9 LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12

MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER ARTICLE 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3 Additional Limits on Our Liability.

We are not responsible for: (i) Your Web Site or any of Your Web Site pages or data being excluded from Our Services due to the access limits placed by You on Your Web Site, sub-site, page, and/or Your Data, (ii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to not being specified by You as being in scope of Our Services, (iii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to Internet or Your network problems, Your server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of Your Web Site, any sub-site, page, and/or Your Data, (iv) any negative effect on You by Our Web Site being offline from time to time for maintenance, (v) loss of Your Data after the termination of this Agreement when You had failed to request an export of Your Data from Our systems within the data hold period specified in Section 10.5 (Return of Your Data), and (vi) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by Our Services.

10 TERM AND TERMINATION

10.1 Term of Agreement.

This Agreement commences on the date You accept it and continues until all Your Services subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased Web Site Subscriptions.

Services subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Web Site subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless

either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination.

Upon any termination, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription and upon payment to Us of the applicable data export fees, We will make available to You for download a file of Your Data in the native file formats along with attachments in their native formats. At the end of the 30-day period, We shall have no obligation to maintain or provide any of Your Data and we may, unless legally prohibited and at our own discretion when permitted, delete all of Your Data in Our systems without notice or confirmation. If You elect to purge Your Data and require confirmation or destruction on, or before, a specific date, We will destroy the Data and provide You with a Certificate of Destruction for a one-time fee of \$300.00.

10.6 Surviving Provisions.

Articles 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) and Sections 7.4 (Disclaimer), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data) shall survive any termination or expiration of this Agreement.

11 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
In North America	PageFreezer Software, Inc.	PageFreezer Software, Inc.	Washington State Law	Washington State

11.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Agreement to Governing Law and Venue.

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.4 Waiver of Jury Trial.

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL PROVISIONS

12.1 Export Compliance.

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports.

12.2 Relationship of the Parties.

This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are performing their obligations under these Terms as independent contractors. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other party.

12.3 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

12.4 Waiver and Cumulative Remedies.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent

permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Attorney Fees.

The prevailing party in any litigation under this Agreement shall be entitled to recover all costs incurred in connection therewith, including, without limitation, reasonable attorneys' fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due to Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.7 Assignment.

Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party..

12.8 Entire Agreement; Modification.

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change, modification or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No terms, provisions, or conditions of any other document will have any effect on the obligations of the parties under or otherwise modify this Agreement. To the extent, if any, the terms of this Agreement conflict with any Order Form or any other of Our documental, the terms contained herein shall be controlling and any additional terms presented in any of Our documents shall be null and void. To the extent, if any, the terms Sections 1 through 12 of this Agreement conflict with any language contained in any exhibit of other document incorporated herein, the terms contained in Sections 1 through 12 shall prevail. In the case of a conflict in language between this Agreement and any other agreement or other document between the parties, the language of this Agreement shall prevail.

12.9 Pre-Printed Terms or Conditions.

In no event shall the pre-printed terms or conditions in any Order Form or other document, or any other similar document, be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties. For further clarity, such terms shall be inapplicable and of no effect in their entirety.

12.10 Change In Document.

By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, each party will be deemed to represent to the other that the signing party has not made any changes to such document from the draft(s) most recently provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

12.11 Force Majeure.

No delay or default in performance of any obligation by either party shall constitute a breach of this Agreement to the extent such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of the party unable to perform, including fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, failure of the Internet or strikes, lockouts or labor difficulties ("Force Majeure Event"). The party affected by an event of Force Majeure Event, upon giving prompt notice to the other party, shall be excused from performance hereunder on a day to day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its

obligations on a day to day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the party so affected shall use commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both parties shall resume performance hereunder forthwith upon removal of such cause. However, if the period of nonperformance exceeds ten (10) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement without cause and may be subject to refunds for pre-paid, unused Services.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____

Date: _____

Title: _____

TAB — I

CITY OF LONG BEACH & STAFF,

THANK YOU SO MUCH FOR
YOUR SUPPORT & CONTRIBUTIONS

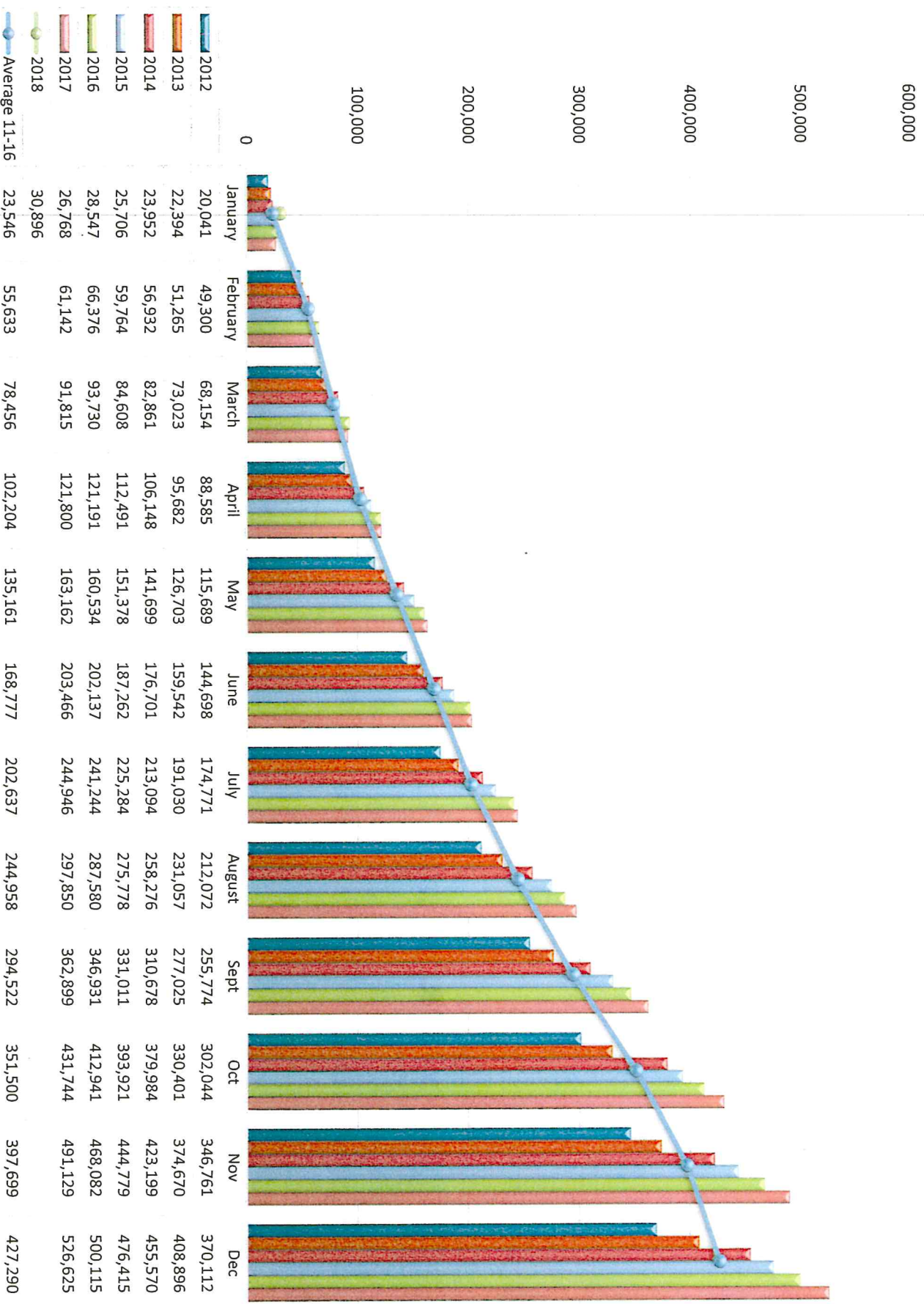
THROUGHOUT THE YEAR & ESPECIALLY,

DURING THE HOLIDAY SEASON!!

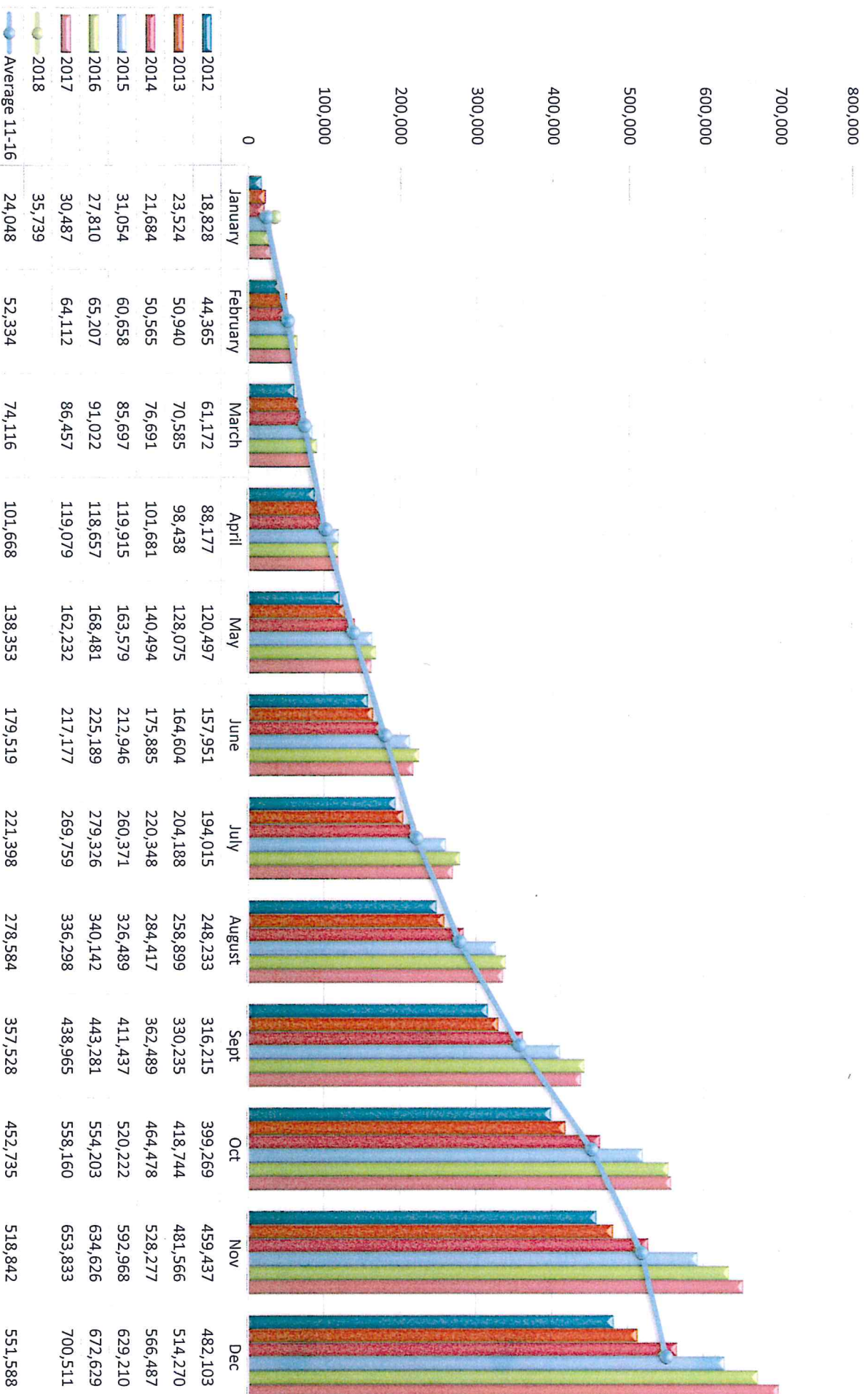
YOU ALL ... ARE THE BEST!!

SHREBOXES OF JOY!!

Sales Tax Collections



Lodging Tax Collections



City of Long Beach Activities Report

January 2018

Water Dept.

Call Outs - 0

Meetings - 8 All Staff Review / DFW 67th Line Extension Project / Contractors (Sid Snyder Turner Project Construction) / HD Fowler (Remote Meter Project) / Contractors (Sid Snyder Oman Project Construction) / Contractors (10th n. Low Income Project Construction) / Staff (2).

Safety Meetings - 2 (Recertification First Aid / CPR / AED,) (Accident Prevention Policy Review , All Truck Inventory First Aid Kits / Sharps Containers / Eye Wash / Fire Extinguishers.)

Plant Management - Paperwork / ordered parts / time cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Billing New Services / Called Locates / 2017 Yearly Report / 2017 & 2018 Files / Reviewed (2018 Personnel Policies, 2018 Job Descriptions, 2018 Accident Prevention Program) / Scheduled Training Classes.

Customer Service - 2

Locates - 15

Emergency Locates – 1 (Lindstrom Construction 9th st. s.)

Re-reads - 7

Install New Meters - 1 (49th pl.)

Meter Reinstall - 0

New Service Investigations – 1

Valve Investigation - 4

New Service Prep – 1

Valve Can Raising - 4

Meter Removal – 1

Meter Repairs - 0

Hydrant Maint. - 1 (New Ballards 18th st. s.)

Shut Off's - 10

Emergency Shut Offs - 0

Turn On's - 6

Res. Checking - 2

Res. Maint. – 0

Leak Repairs - 2 (115th st. n. / 12th st. s. Idaho)

Leak Investigations - 2

Equipment Cleanup - 4

System Samples - Weekly entire system.

Samples to Lab - 2

Training -

All Crew	First Aid / CPR / AED recertified.
Tim H & Tye C	Attended WDS Class.
Matt W	Attended WWTP0 1 Class.
Larry K	Renewed CDL.

Other Activities –

Digging Outfalls & Moving Logs on Approaches.

Reading Meters. (Long Beach)

Cold Patching Road Cuts.

Raising Valve Cans.

Removing X-Mas Decks.

Water System Repairs Mapping.

Painting Fire Hall Floor.

Sid Snyder Restroom Demo.

Storm Cleanup.

Construction Sign Inventory.

AED Install at Shop.

Office Cleanup.

Town Cleanup.

Demoed New Vac Trailer.

City of Long Beach Activities Report

January 2018

Wastewater Dept.

Call Outs - 1 (Weekend Call Out, Water Leak 107thst.)

Meetings - 7 (Staff / Taft Plumbing (Pioneer Project) / Contractors (Sid Snyder Turner Project Construction) / Contractors (Sid Snyder Oman Project Construction) / Contractors (10th n. Low income Project Construction.) / D.O.E. New Sludge Site Inspection. / D.O.E. New Sludge Site Test Pits.)

Safety Meetings - 2 (Recertification First Aid / CPR / AED , Accident Program Policy Review , All Truck Inventory First Aid Kits / Sharps Containers / Eye Wash / Fire Extinguishers.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Annual Bio-solids Report / Yearly I&I Report / Job Descriptions / Waste Assessment Report / Annual Plant Review to D.O.E. / Reviewed D.O.E. Sludge Site Comment Lists.

Samples – Daily Tests / Twice Weekly Testing (BODs , TSSs , and Fecals.)

Customer Service - 2

Locates - 3 Emergency Locates – 1 (Lindstrom Construction 9th st. s)

Hauling Sludge - 17 loads.

Lift Station Checking - Daily Action. (inspection / cleaning transducers)

Lift Station Wash down - 1 Plant Wash Down - 2

Samples to Lab - 3 (regular , Soil)

Pump / Blower Maint. – 2

Sink Hole Investigation - 0

Main Repairs - 1 (Pioneer Market)

Equipment Cleanup - 2

Headworks Debris Removal – 1 Decanting Digester – 4 (Approx. 25,000 Gal.)

Training - Matt W Still in WWTP training on weekends / Attended WWTPO 1 Class.

Larry K Renewed CDL.

All Crew First Aid / CPR / AED recertified.

Other Activities –

New Sludge Site Cleanup.

Survey Sewers For Contractor. (Sid Snyder , 10th st. n.)

Soil Samples New Sludge Site.

GPS Locations New Sample Site.

Measure Tech Annual Meter Calibrations.

Grit Pump Replacement at WWTP.

Prep for Annual C-More Wastewater Tving & Cleaning.

Installing New Module 17th st. n. Lift Station.

New Sludge Site Test Monitoring Sites Installed.

Demoed New Vac Trailer.

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

02-01-18

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2018

During the month of January the Long Beach Police Department handled the following cases and calls:

Long Beach

430 Total Incidents

Aid Call Assists: 4

Alarms: 1

Animal Complaints: 1

Assaults: 2

Assists: 52

(Includes 12 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 0

Disturbance: 14

Drug Inv.: 2

Fire Call Assists: 2

Follow Up: 98

Found/Lost Property: 5

Harassment: 3

Malicious Mischief: 6

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 2

Runaway: 0

Security Checks: 116

Suspicious: 19

Thefts: 13

Traffic Accidents: 2

Traffic Complaints: 10

Traffic Tickets: 7

Traffic Warnings: 39

Trespass: 10

Warrant Contacts: 12

Welfare Checks: 10

Ilwaco (Includes 24 Calls At Port)

253 Total Incidents

Aid Call Assists: 2

Alarms: 1

Animal Complaints: 0

Assaults: 2

Assists: 25

Burglaries: 0

Disturbance: 13

Drug Inv.: 3

Fire Call Assists: 0

Follow Up: 81

Found/Lost Property: 2

Harassment: 1

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 0

Runaway: 1

Security Checks: 67

Suspicious: 15

Thefts: 4

Traffic Accidents: 2

Traffic Complaints: 6

Traffic Tickets: 2

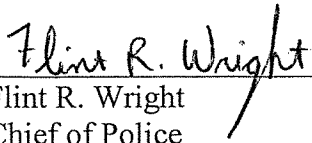
Traffic Warnings: 4

Trespass: 4

Warrant Contacts: 15

Welfare Checks: 2

On 01-29-18 I, along with Mayor Phillips, attended a meeting in South Bend with the Pacific County Board of Commissioners. We met to discuss the possibility of putting a 0.3% sales tax increase to the voters this fall. The money raised would go to criminal justice needs.



Flint R. Wright
Chief of Police

